

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 16	
2. Contract (Proc. Inst. Ident) No. W56HZV-07-C-0392		3. Effective Date 2007JUN26		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY TACOM LCMC AMSTA-LC-AL-P SUE STONER (586)574-7322 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 e-mail address: SUSAN.STONER@US.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000			Code S2305A	
			SCD C PAS NONE ADP PT HQ0337				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) NATIONAL CENTER FOR MANUFACTURING 3025 BOARDWALK STE 250 ANN ARBOR, MI 48108-3230 TYPE BUSINESS: Other Nonprofit				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 0LW56				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 17 781319M7KE2506785400674432DC9A95A00007MPR7DD1				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
15G. Total Amount Of Contract						\$483,000.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	13
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	16
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance					
X	G	Contract Administration Data	10		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	11		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer MARCIA A. CZAR MARCIA.CZAR@US.ARMY.MIL (586)574-8361			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2007JUN26	

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Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>0001 SECURITY CLASS: Unclassified</p> <p>0001AA <u>PM-LAV PARTICULATE MATTER FILTER SYSTEM</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</p> <p>The Contractor shall perform CLINs 0001AA-0001AG in accordance with Attachment 0001, Statement of Work, Particulate Matter Filter System.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 15-JUL-2007</p> <p>\$ 104,701.00</p>				<p>\$ 104,701.00</p>

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 30-JUL-2007 \$ 66,818.00</div>				\$ 66,818.00

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001AC	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPLETION <table><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>30-AUG-2007</td></tr></table><div>\$ 66,818.00</div></div>	REL CD	QUANTITY	DATE	001	0	30-AUG-2007				\$ 66,818.00
REL CD	QUANTITY	DATE									
001	0	30-AUG-2007									

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 15-SEP-2007 \$ 66,818.00</div>				\$ 66,818.00

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 15-OCT-2007 \$ 66,818.00</div>				\$ 66,818.00

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 15-NOV-2007 \$ 61,556.00</div>				\$ 61,556.00

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	<div>SERVICES LINE ITEM</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PARTICULATE MATTER FILTER SYS PRON: T172T4604K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545007MPR7DD1</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 15-DEC-2007 \$ 49,471.00</div>				\$ 49,471.00

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Name of Offeror or Contractor: NATIONAL CENTER FOR MANUFACTURING

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	104,701.00
0001AB	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	66,818.00
0001AC	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	66,818.00
0001AD	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	66,818.00
0001AE	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	66,818.00
0001AF	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	61,556.00
0001AG	T172T4604K M9545007MPR7DD1	AA	2	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$	49,471.00
TOTAL						\$	483,000.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Marine Corps	AA	17 781319M7KE2506785400674432DC9A95A00007MPR7DD1		\$ 483,000.00
TOTAL				\$ 483,000.00

ACRN	EDI ACCOUNTING CLASSIFICATION	
AA	17 07081319M7KE 250678540067443 2DC9A95A00007MPR7DD1 M9545007MPR7DD1	067443
	Regulatory Cite	Title
G-1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)
		OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
<p>(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/</p>			
<p>(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)</p>			
<p>(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:</p>			
<p>Warren: http://contracting.tacom.army.mil/awd.htm Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm Red River Army Depot: http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm Anniston Army Depot: http://www.anadprocnet.army.mil/</p>			
<p>(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.</p>			
<p>(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".</p>			
<p>(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.</p>			
<p>(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm</p>			
<p>(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.</p>			
[End of Clause]			

H-2	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
<p>(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.</p>			
<p>(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:</p>			
<p>(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil</p>			
<p>(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:</p>			
<p>(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.</p>			

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy

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and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-10	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-15	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-16	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-19	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-20	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-21	52.232-1	PAYMENTS	APR/1984
I-22	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-23	52.232-11	EXTRAS	APR/1984
I-24	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-25	52.232-25	PROMPT PAYMENT	OCT/2003
I-26	52.233-1	DISPUTES	JUL/2002
I-27	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-28	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-29	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-30	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
I-31	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-32	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-33	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-34	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-35	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in

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notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor

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Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	STATEMENT OF WORK PARTICULATE MATTER FILTER SYSTEM	18-JUN-2007	007	